IBM International Passport Advantage Agreement Special Terms Addendum

International Business Machines Corporation ("IBM") and Circuit City Stores, Inc. ("you") enter into this Software Special Terms Addendum ("Addendum") to the International Passport Advantage Agreement referenced below ("IPAA") as of December 24, 2008. The term of this Addendum will remain in effect from December 24, 2008 thru May 30, 2009.

IBM International Passport Advantage Agreement Number(s) 08729-7242629

Circuit City Stores, Inc.   IBM Corporation
9954 Maryland Drive   4111 Northside Parkway
Richmond, VA   23236   Atlanta, GA 30327

1. Eligible Programs

You may deploy the Eligible Programs listed in this Section 1, as permitted by the IPAA and the IPLA, up to the maximum level of use authorizations (quantities) specified herein, subject to the following terms:

1A. This order letter must be signed on or before December 29, 2008 and payment must be issued to the IBM Corporation on or before January 20, 2009 for $4,099,093.60. IBM will issue entitlement and/or execute reinstatements for the following software products:

```
           Part     Part                    Coverage Dates
Quantity number   description               02/09 – 01/10

   10990 D55VGLL  IBM WebSphere Application Server NetworkDeployment
                  SubCapacity Processor Value
                  Unit (PVU) License + SW Subscription &
                  Support 12 Months

   33290 D59M6LL  IBM Informix Dynamic Server Enterprise
                  Unlimited Users Edition SubCapacity
                  Processor Value Unit (PVU) License + SW
                  Subscription & Support 12 Months
```

2A. This signed order letter also represent a commitment and payment to be issued to the IBM Corporation on or before March 2, 2009 for $799,732.80. IBM will issue entitlement and/or execute reinstatements for the following software products:

```
Quote details
           Part     Part                    Coverage Dates
Quantity number   description               4/09 – 3/10


    6500 D55LYLL  IBM DB2 Enterprise Server Edition
                  SubCapacity Processor Value Unit (PVU)
                  SW Subscription & Support Reinstatement
                  12 Months

    3160 D55V9LL  IBM WebSphere MQ SubCapacity Processor
                  Value Unit (PVU) SW Subscription &
                  Support Reinstatement 12 Months


     500 D55TVLL  IBM DB2 Express Edition Processor Value
                  Unit (PVUs) SW Subscription & Support
                  Reinstatement 12 Months

     340 D55UKLL  IBM WebSphere Portal Enable SubCapacity
                  Processor Value Unit (PVU) License + SW
                  Subscription & Support 12 Months
```

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3A. This signed order letter also represent a commitment and payment to be issued to the IBM Corporation on or before April 1, 2009 for $797,108.80. IBM will issue entitlement and/or execute reinstatements for the following software products:

```
Quote details
        Part    Part                    Coverage Dates
Quantity number  description            5/09 – 4/10

  3260 D55LXLL IBM DB2 Enterprise Server Edition
               SubCapacity Processor Value Unit (PVU)
               License + SW Subscription & Support 12
               Months


  5500 D55TULL IBM DB2 Express Edition Processor Value
               Unit (PVUs) License + SW Subscription &
               Support 12 Months


  3100 D55VHLL IBM WebSphere Application Server Network
               Deployment SubCapacity Processor Value
               Unit (PVU) SW Subscription & Support
               Reinstatement 12 Months
```

4A. This signed order letter also represent a commitment and payment to be issued to the IBM Corporation on or before May 1, 2009 for $798,964.55. IBM will issue entitlement and/or execute reinstatements for the following software products:

```
Quote details
        Part    Part                    Coverage Dates
Quantity number  description            6/09 – 5/10

   100 D59M7LL IBM Informix Dynamic Server Enterprise
               Unlimited Users Edition Sub Capacity
               Processor Value Unit (PVU) SW
               Subscription & Support Reinstatement 12
               Months

   127 D545WLL IBM Retail Environment for SUSE Linux
               High End Server Install License + SW
               Subscription & Support 12 Months


   400 D55ULLL IBM WebSphere Portal Enable SubCapacity
               Processor Value Unit (PVU) SW
               Subscription & Support Reinstatement 12
               Months


   100 D5734LL IBM WebSphere Process Server for
               Multiplatforms Processor Value Unit
               (PVU) SW Subscription & Support
               Reinstatement 12 Months

  1270 D56NMLL IBM WebSphere Message Broker SubCapacity
               Processor Value Unit (PVU) License + SW
               Subscription & Support 12 Months

   500 D56NNLL IBM WebSphere Message Broker SubCapacity
               Processor Value Unit (PVU) SW
               Subscription & Support Reinstatement 12
               Months
```

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2. Charges

Upon Your signing of this Addendum and approval by the Bankruptcy Court, You will commit to pay $4,099,093.60 to IBM on or before January 20, 2009, $799,732.80 on or before March 2, 2009, $797,108.80 on or before April 1, 2009, and $798,964.55 on or before May 1, 2009. The Software Charges are not cancelable. The Software Charges do not include applicable taxes, which are your responsibility. The products will be billed, shipped, and invoiced to the address referenced above. Upon signature this order is firm and irrevocable. The charges listed above include 12 months of software scription and support. These products will be available for a renewal of software subscription and software 12 months later on the anniversay date at the current software scription and support pricing.

If your actual deployment of any of the Eligible Programs listed in Section 1 exceeds the maximum level of use authorizations (quantities) listed in Section 1, you will pay separately for such excess, as IBM specifies in an invoice, at then-current prices.

3. General

Upon reasonable notice IBM may verify your compliance with this Agreement at all sites and for all environment in which you use or install Eligible Programs for whatever purpose. Such verification will be conducted during your normal business hours an in a manner that minimizes disruption to your business. IBM may use an independent auditor to assist with such verification provided that IBM has a witten confidentiality agreement in place with such auditor. You agree to create, retain, and provided to IBM and its auditors written records, system tool outputs, and other system information sufficient to provide auditable verification to IBM that your installation and use of Eligible Programs is in compliance with this Addendum and the IPAA and IPLA, including, without limitation, all of IBM's applicatble licensing and pricing qualification terms. The rights and obligations set forth in this paragraph remaing in effect during the term of this Addendum and for two years thereafter.

The terms of this Addendum, the IPLA and the IPAA constitute the complete agreement between us regarding this subject matter, and replace any oral and/or prior written communications between us regarding this subject matter. Your use of the Eligible Programs described in Section 1 is subject to the terms of the IPAA as if you were acquiring the licenses for such Eligible Programs separately at the most beneficial price for which you qualify. If there is a conflict between the terms of this Addendum and the terms of the IPAA or the terms of the IPLA, the terms of this Addendum shall prevail. This Addendum may not be combined with any allowance, discount, or other offering available for these Eligible Programs. This Addendum is confidential and you agree not to disclose the terms of this Addendum to any third party without IBM's prior written consent, except as required by law.   Once signed, unless prohibited by local law or specified otherwise, any reproduction of this Addendum made by reliable means (for example, photocopy or facsimile) is considered an original. By signing below, each of us agrees to the terms of this Addendum.

Agreed to: *Agreed to:*

Circuit City Stores, Inc.   **IBM Corporation**

By:_____   **By***:*_____

Name*:*_____   **Name***:*_____
      (type or print)   (type or print)

Title:_____   **Title:**_____

Date:_____   **Date:**_____

Case 08-35653-KRH   Doc 3403-3   Filed 04/13/09   Entered 04/13/09 14:40:09   Desc
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After signing, please return this Amendment to the IBM address shown above